



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

**Doc Description:** 21st Judicial District FY10 ALT. TO DETENTION PRGRM.

**Doc ID No:** PON2 527 0900011471 2

**Procurement Folder:** 1411146

**Procurement Type:** Grant

**Administered By:** BECKY MEEHAN

**Cited Authority:** KRS196.710

**Telephone:** 502-564-4726

**Issued By:** RUTH MAGGARD

**Reason For Modification:** Administrative Modification Change Event Type from PR07 to PR05

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21ST JUDICIAL CIRCUIT COMM CORR PROJECT INC

ATTN BETH MAZE  
PO BOX 1267  
MT. SERLING KY 40353  
US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Alternative to Detention Program		0.00		0.00000	34,593.00	34,593.00

### Extended Description

To provide an alternative to detention program for the 21st Judicial District (Montgomery, Bath, Menifee and Rowan Counties) pursuant to the attached grant agreement form and Kentucky Corrections Act grant application on file with agency. No money can be used for Cell Phones, Beepers, Pagers, or Lodging. 1. Source of Funds (and percentage) General Funds 100% 2. Method of payments: 4 equal payments of \$8,648.25 for a total of \$34,593.00  
Effective Dates: 7/1/09-6/30/10

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ADMINISTRATIVE SERVICES/CENTRAL OFFICE  
P.O. BOX 2400  
275 EAST MAIN STREET ROOM G-37  
FRANKFORT KY 40601  
US

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ADMINISTRATIVE SERVICES/CENTRAL OFFICE  
P.O. BOX 2400  
275 EAST MAIN STREET ROOM G-37  
FRANKFORT KY 40601  
US

**Total Order Amount:** 34,593.00

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## Memorandum of Agreement Terms and Conditions

### Scope of Services:

To provide an alternative to detention program for the 21st Judicial Circuit (Montgomery, Bath, Menifee & Rowan Counties) pursuant to grant agreement form and Kentucky Community Corrections grant application on file with agency.

### Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. DOC shall provide the receiving entity thirty (30) calendar days written notice of termination of the contract.

The entity receiving payment shall maintain supporting documents to substantiate invoices and shall furnish same for payment or when required by the Department of Corrections or state government.

**Payment:** Upon approval of the Agreement and not before 1 July of the respective fiscal year, DOC will provide an initial payment equivalent to one fourth of the total value of the grant's annual funding authorization. Subsequent payments will be made quarterly thereafter upon receipt of invoices. Final invoices must be received by DOC by 30 June of the respective fiscal year in order to receive payment.

### Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The contractor as defined in KRS 45A.030(7) agrees that the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, and the legislative research commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting

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agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the services.

#### Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

#### Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the

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contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1<sup>st</sup> Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

2<sup>nd</sup> Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

Other Party:

\_\_\_\_\_  
Signature Title

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\_\_\_\_\_  
Printed Name                      Date

Approved as to form and legality:

\_\_\_\_\_  
Attorney